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REGISTER OF DEEDS  
JEAN O'DRIEN

AMENDMENT NO. 10 TO THE  
DECLARATION OF CONDOMINIUM  
OF  
PHEASANT RUN BUILDINGS 1, 2, 3, 4, 5, 6, 7, 8, 9  
10, 11, 12, 13, 14, 15, 16, 17 BY CHANGING THE  
PREVIOUS BUILDING 30 TO BE 31 AND BY EXPANDING TO  
INCLUDE NEW BUILDING 30 AND BUILDING 29  
A CONDOMINIUM IN TOPEKA, SHAWNEE COUNTY, KANSAS

THIS AMENDMENT TO THE DECLARATION OF CONDOMINIUM is  
made this 1<sup>st</sup> day of November 1983, by PHEASANT RUN COMPANY,  
a General Partnership, hereinafter referred to as the "Developer".

WITNESSETH:

WHEREAS, the Developer has previously executed a Declaration of  
Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, and 7, a Condominium  
in Topeka, Shawnee County, Kansas. That said Declaration, together with  
its exhibits, was recorded in the Register of Deeds of Shawnee County, Kansas,  
in Book 5, Page 94-176, on the 16th day of May, 1979.

WHEREAS, the Developer previously executed Amendent No. 1 to  
the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6  
and 7 which is recorded in Book 6 at Page 151-154 in the Register of Deeds  
of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 2 to  
the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6  
and 7 which is recorded in Book 7 at Page 219-222 in the Register of Deeds  
of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 3 to  
the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6  
and 7 by expanding to include Buildings 8, 9, 10, 11, 12, 13, 14, 15 and 16,  
together with Exhibits, which was recorded in Book 8 Page 155-229 in the  
Register of Deeds of Shawnee County, Kansas, on the 21st day of February,  
1980.

WHEREAS, the Developer previously executed Amendment No. 4 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 8 at Page 230-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 5 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 9 Page 208-211 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 6 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 which is recorded in Book 13 at Page 1-11 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 7 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 17 which is recorded in Book 19 at Page 212-233 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 8 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 30 which is recorded in Book 21 at Pages 367-384 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the Developer previously executed Amendment No. 9 to the Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 30 which is recorded in Book 21 at Pages 396-434 in the Register of Deeds of Shawnee County, Kansas.

WHEREAS, the original Declaration of Condominium, pursuant to K.S.A. 58-3111 and K.S.A. 58-3115(b) reserved in Article V thereof, beginning at Page 20 thereof, the right to further expand the Condominium by subsequent amendment by adding certain described real estate which was set forth in the original Declaration and the Developer has, by Amendment No. 7, expanded said Declaration of Condominium to include the real estate described in the original

Declaration of Condominium at Section 5.2(b), being the land with which this Amendment is concerned.

WHEREAS, in addition to the reservation to expand the Condominium, the original Declaration of Condominium for Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7 also reserved, at Section 5.3 on Page 22, the right to reallocate interests in the common area pursuant to later expansions of the Condominium Declaration. In addition, at Section 5.9 on Page 24 of the Declaration, there was a reservation permitting the Developer to add additional common areas and limited common areas as the expansions occurred.

WHEREAS, the Amendment No. 7, described above, the Declarant at Section 3 of said Amendment reserved the right to convert portions of the common area initially described as a part of the property added to the Condominium at Section 2 of said Amendment to apartment units and/or limited common areas and in Section 3 to diminish or alter common area percentages.

NOW, THEREFORE, the Developer makes the following Amendment to its Declaration of Condominium heretofore filed herein with this Amendment being made in accordance with the provisions of the Kansas Apartment Ownership Act.

1. That pursuant to the Kansas Apartment Ownership Act, the Developer, PHEASANT RUN COMPANY, a General Partnership, hereby makes the following Amendments to the Declaration of Condominium and previous Amendments as to the real property hereinafter described and, further, reserves to itself additional rights, as hereinafter stated.

2. That the following described portion of the real property previously described at Section 2 of Amendment No. 7 and shown in Condominium Book 19 at Page 214 in the Register of Deeds of Shawnee County, Kansas, is hereby converted from common area to private ownership and limited common areas for new Building No. 30:

a. See Exhibit A Attached.

and for Building No. 29:

- b. See Exhibit B Attached.
- c. A graphic survey of the above description for new building 30 is attached as Exhibit "C". A graphic survey of the above description for Building 29 is attached as Exhibit "D". Said conversion from common area to private ownership and limited common area was provided for in Section 3 of Amendment 7 and appears in Book 19 at Page 215 in the Register of Deeds of Shawnee County, Kansas.

3. CHANGE OF NUMBER FOR BUILDING FORMERLY NUMBERED 30

Amendment No. 8 originally designated Building No. 30 as being that building located at 5821 S.W. 22nd Terrace, Topeka, Kansas (See Book 21 at Page 373). That building located at 5821 S.W. 22nd Terrace, Topeka, Kansas, should be renumbered to be known as Building 31 and continue to be located at 5821 S.W. 22nd Terrace, Topeka, Kansas.

4. ACTUAL LOCATION OF NEW BUILDING 30 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2a as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for Building 17, 18 and Building 31, formerly Building 30, and limited common area for carports for Buildings 17 and garages and driveways for Building 31 in Amendment 8.

4.1 ACTUAL LOCATION OF BUILDING 29 OF PROJECT.

The Developer will construct upon the land, hereinbefore described in Paragraph 2b as expanded Condominium property and graphically displayed in Book 19, at Page 231, of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas, certain improvements consisting of one (1) building housing two apartment units, together with adjoining garages, patios and driveways as limited common area. The

remainder of the land previously made a part of this expanded condominium project will remain common area except that portion originally designated for Building 17, 18, 31 and new Building 30, and limited common area for carports for Building 17 and garages and driveways for Building 31 and New Building 30 in the Amendment.

The Developer expressly reserves the right to construct up to a maximum of 20 additional units upon all or any portion of the remaining land added to the Condominium by the expansion pursuant to Amendment 7 along with conversion of additional common area to limited common areas for carports, garages, patios, driveways and decks to serve such additional units. Provided, that each of the buildings which may be hereafter constructed shall contain a maximum of four apartment units.

To the extent that additional units, garages or carports are constructed, the Developer shall be permitted to convert such amount of the land of that expansion from common area to apartment units or limited common areas as the case may be. In addition, the Developer reserves the right to diminish existing common area ownership percentages of all existing apartment units, including those established for new Buildings 30 and Building 29 units by this Amendment, by the number of additional apartment units which may be constructed by the Developer in additional buildings on the land added to the condominium project by that Amendment 7. The location of each of the buildings to be constructed in this expanded Condominium property will be established by the consulting engineers for the Developer and the location of new Building 30 and Building 29 provided for by this Amendment is graphically shown by certified plat of survey as follows:

(1) New Building No. 30, also known as Building Site No. 30, the plat and location of which is shown in Exhibit "C", attached hereto and incorporated herein by reference, as if set out in full herein.

(2) Building No. 29, also known as Building Site No. 29, the plat and location of which is shown in Exhibit "D" attached hereto and incorporated herein by reference, as if set out in full herein.

5. INTENTION OF DEVELOPMENT OF CONDOMINIUM

The expanded Condominium project reflected in this Amendment is to be known as the PHEASANT RUN CONDOMINIUMS and will consist of the original phase, previously declared as Condominiums of seven (7) buildings, and the expanded phases of Condominiums consisting of fourteen buildings for an overall total of eighty-six (86) living units to date. Each of the units in the original Declaration of Condominium and each of the units in all of the expansions shall be considered separate Condominiums.

All of the apartment units in new Building 30 and Building 29 shall, pursuant to the requirements of Kansas law, have direct access for purposes of ingress and egress to the common area of private streets and ways as established in the original Declaration of Condominium. Such irrevocable access shall include access for the purpose of ingress and egress to Southwest Westport Drive and Southwest 22nd Terrace, both dedicated to the City of Topeka, Kansas, as provided for in Amendment 7, Condominium Book 19, at Page 217 in the Register of Deeds, Shawnee County, Kansas.

6. ADDITIONAL PROVISIONS TO ORIGINAL DECLARATION

The additional amending language set out in Paragraph 5, Amendment No. 8, Condominium Book 21 at Page 371-3 are expressly incorporated herein and affirmed as applying to the same extent to Buildings 30 and 29 of this Amendment.

The garages and driveways serving the two units in new Building 30, 5823 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit E attached hereto and incorporated herein by reference. The garages and driveways serving the two units in Building 29, 5825 S.W. 22nd Terrace, Topeka, are located upon the land as graphically depicted in Exhibit F attached hereto and incorporated herein by reference. Such garages and driveways will be considered as limited common areas, the use of which shall be assigned to the respective apartment units they

adjoin upon the same terms as the Declaration as amended otherwise provides for limited common areas.

7. CARPORTS

There shall be no carports designated or constructed for new Building 30 or Building 29.

8. STRUCTURAL DESCRIPTION OF NEW PHEASANT RUN CONDOMINIUM BUILDING 30

The following is intended as a general structural description of new Building 30 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 30, otherwise known as 5823 S.W. 22nd Terrace and shown graphically on Exhibit "C" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West, Consulting Engineers, attached hereto and marked as Exhibit "G", all as required by K.S.A. 58-3113. Both units in this building will have basements and the layout of such basements are included as a part of Exhibit "G".

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 30, more specifically known as 5823 Southwest 22nd Terrace

Unit 1 - 5823 Southwest 22nd Terrace No. 1

Unit 2 - 5823 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for new Pheasant Run Building No. 30. Those floor plans were prepared by Bartlett & West, Consulting Engineers, P.A., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of

buildings within the city limits of the City of Topeka,  
Shawnee County, Kansas.

9. STRUCTURAL DESCRIPTION OF PHEASANT RUN CONDOMINIUM  
BUILDING 29.

The following is intended as a general structural description of  
Building 29 provided for by this Amendment:

(a) Pheasant Run Condominium Building No. 29, otherwise known as 5825 S.W. 22nd Terrace and shown graphically on Exhibit "D" shall consist of two apartment units, when completed, each consisting of two bedrooms, one and one-half baths, a living room, patio, garage and driveway. The layout is more specifically described in the floor plan affidavit of Bartlett & West, Consulting Engineers, attached hereto and marked as Exhibit "H", all as required by K.S.A. 58-3113. Both units in this building will have basements and the layout of such basements are included as a part of Exhibit "H".

(b) The following shall be the street address and unit number of each of the apartments of the total of two (2) units making up this Amendment:

1. Building No. 29, more specifically known  
as 5825 Southwest 22nd Terrace

Unit 1 - 5825 Southwest 22nd Terrace No. 1

Unit 2 - 5825 Southwest 22nd Terrace No. 2

(c) Respective Floor Plans of Apartment Units

Pursuant to the requirements of K.S.A. 58-3111 and K.S.A. 58-3113, the Developer has filed with the Register of Deeds of Shawnee County, Kansas, simultaneous with the recording of this Amendment Expanding the Original Floor Plans for Pheasant Run Building No. 29. Those floor plans were prepared by Bartlett & West, Consulting Engineers, P.A., for the Developer and, generally, depict the layout, location, apartment numbers and the dimensions of each of the apartment's location in the building. In addition, in accordance with the requirements of K.S.A. 58-3113, there is a certificate from such licensed professional engineer certifying that the recorded floor plans are accurate copies of portions of the building, as filed with and approved by the Topeka Building Inspector's Office who has the jurisdiction and control over the issuances of building permits for the construction of buildings within the city limits of the City of Topeka, Shawnee County, Kansas.

10. GENERAL DESCRIPTION OF THE STREET LOCATIONS OF THE APARTMENT UNITS AND THE APPROXIMATE AREA AND NUMBER OF ROOMS OF EACH APARTMENT UNIT.

10.1 PHEASANT RUN BUILDING 30 APARTMENT UNIT 1

ADDRESS: 5823 Southwest 22nd Terrace No. 1  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	93 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Garage	260 square feet
Basement	951 square feet

10.2 PHEASANT RUN BUILDING 30 APARTMENT UNIT 2

ADDRESS: 5823 Southwest 22nd Terrace No. 2,  
Topeka, Kansas

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 1-1/2 baths, basement, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	93 square feet
Master Bedroom	158 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Basement	951 square feet
Garage	260 square feet

10.3 PHEASANT RUN BUILDING 29 APARTMENT UNIT 1

ADDRESS: 5825 S.W. 22nd Terrace No. 1,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the left side as observed while facing the front of the building in which it is located. This apartment unit is a two bedroom unit with one and one-half baths, a basement and a garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room and Dining Room	304 square feet
Kitchen	93 square feet
Master Bedroom	158 square feet
Bedroom No. 2	113 square feet
No. of baths	1-1/2 baths
Patio	128 square feet
Garage	260 square feet
Basement	951 square feet

10.4 PHEASANT RUN BUILDING 29 APARTMENT UNIT 2

ADDRESS: 5825 S.W. 22nd Terrace No. 2,  
Topeka, Kansas;

GENERAL DESCRIPTION: This apartment unit is located on the ground floor on the right side as observed while facing the front of the building in which it is located. This apartment unit is a two-bedroom unit with 1-1/2 baths, basement, patio and garage;

APPROXIMATE AREA IN SQUARE FEET: 1,023 square feet;

This apartment unit includes in general the following described rooms with their approximate interior area dimensions expressed in square feet:

Living Room & Dining Room	304 square feet
Kitchen	93 square feet
Master Bedroom	158 square feet
No. of Baths	1-1/2 baths
Patio	128 square feet
Basement	951 square feet
Garage	260 square feet

11. BOUNDARY OF APARTMENT UNITS DESCRIBED FOR OWNERSHIP PURPOSES.

The boundary of each apartment unit, as hereinbefore described, for ownership purposes, shall be the same as the description of the boundaries each apartment unit as set forth in the original Declaration of Condominium for Pheasant Run Condominiums Buildings 1, 2, 3, 4, 5, 6, and 7 in Section 4 of that original Declaration more specifically to be found and located in Book 5 commencing at Page 117 of the Condominium records in the office of the Register of Deeds of Shawnee County, Kansas. All of the provisions therein contained relating to the original apartment units in the Declaration of Condominium will apply identically to the respective condominium units herein created by this Amendment of Expanded Condominiums.

12. REALLOCATION AND ALTERATION OF INTERESTS IN COMMON AS A RESULT OF THIS AMENDMENT ADDING UNITS TO CONDOMINIUM.

Pursuant to the provisions of Section 5.3 and 5.4 of the original Declaration of Condominium, the Developer reserved its right to alter and modify the respective interests in the common areas of the original apartment units established in the original Declaration of Condominium and to also provide for the allocation of respective interests in common areas by the apartment units added by any subsequent expansion of the Declaration of Condominium.

13. DESCRIPTION AND DECLARATION OF COMMON AREAS AND FACILITIES AND PROVISIONS RELATING THERETO.

The common areas and facilities in which each of the apartment owners of this Amendment of Condominium shall have an undivided interest in the amount, hereinafter set out, shall consist of all of the property, except the units owned by the individual apartment owners as such property is described in Exhibits A & B attached hereto, and paragraph 10 hereof. Further, that such common areas and facilities will include the land of the Expanded Condominium described in Amendment 7 at Condominium Book 19 at Page 214 in the Register

of Deeds, Shawnee County, Kansas, as shown on such Exhibit, as well as all central utility facilities including primary utility lines serving the building contained within the Condominium. Further, the common areas and facilities shall include the exterior and perimeter walls of each of the buildings and the units located therein internally to the exterior face of the wallboards within each apartment unit. Further, such common areas and facilities shall include all exterior hallways, stairways, porches, steps, walkways, parking areas, including plantings and landscaping, grass and private streets and ways, and any and all other portions of real or personal property not herein specifically described contained within the limits of that property hereto except that portion previously declared as individual unit property and subject to the ownership by apartment unit owners. Provided, such common areas boundaries shall not include patios, garages and driveways serving the units of new Building 30 and Building 29 which are herein designated as limited common areas. All structural components, including beams, trusses, joists, studs, roof services, shingles, flues and other structural components shall be considered as common areas and facilities. Further, the common areas and facilities shall include all easements herein granted for private ways and roads and easements given to public utility companies pursuant to this Amendment of Expanded Declaration of Condominium and any such easements that may later be abandoned or reconveyed.

14. CONVEYANCE OF COMMON AREAS AND FACILITIES.

The Developer will simultaneous with this filing offer for sale the condominium apartment units created by this Amendment converting previous common area as construction on the units is completed. That all such conveyances, when made by the Developer, shall be subject to the provisions of the original Declaration of Condominium, as hereinabove referred to, all previous Amendments and this Amendment converting previous common area. That along with each conveyance of a condominium apartment unit, the Deve-

loper will convey a patio, garage and driveway serving it, as limited common area appurtenant to the unit and an undivided interest in the common areas and facilities originally declared in the Declaration of Condominium and additional common areas and facilities as established by all Amendments expanding the original Condominium Declaration as that percentage interest is determined and established for each apartment unit in Paragraph 15 hereof. Each apartment unit owner's undivided interest in the common areas shall be subject to the mutual and reciprocal easements of use of such common areas and facilities by all of the apartment owners of the units declared in all Amendments expanding the original Declaration of Condominium, as well as all of the other apartment owners of the original Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and formerly Building 30 and now 31 of the Declaration of Condominium and the Expanded Condominium previously filed. Further, such undivided interests and their use and enjoyment by the individual apartment unit owners shall be subject to the management, operation, maintenance, rules and regulations pertaining to the common areas and facilities by the Pheasant Run Condominium Homeowners Association, Inc., as originally set out in the Declaration of Condominium, hereinabove referred to.

The Developer has previously established additional facilities in the original land contained in the Declaration of Condominium and each member of the Pheasant Run Condominium Homeowners Association, which shall include all of the owners of apartment units in this Amendment, shall have the right to the use and enjoyment of these specific common areas and the facilities constructed thereon and that easement of enjoyment and their individual undivided interest in said common areas shall be appurtenant to and pass with the title of each of these condominium units in this expanded condominium to the same full degree and extent as the original apartment unit owners were thereby entitled, pursuant to the provisions of the original Declaration of Condominium and Expanded Condominium document. Each apartment unit established by

this Amendment, together with its owner, their families, visitors, guests, and successors in interest shall have the right to the use of such common areas and facilities, including the pool, concrete deck, tennis courts and cabana clubhouse, to the same extent as the original unit owners in the Condominium and owners in the Expanded Condominium.

15. PERCENTAGE INTEREST OF APARTMENT UNIT OWNERS IN COMMON AREAS AND FACILITIES.

The percentage undivided interest, which the individual owners of the apartment units within the original Declaration of Condominium, earlier expansions, and those apartment units within this Expanded Condominium will have in the common areas and facilities, shall be as follows:

<u>UNIT DESCRIPTION</u>	<u>PAR VALUE</u>	<u>PERCENTAGE INTEREST</u>
Building No. 1, 5849 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 2, 5851 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 3, 5855 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 4, 5859 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 5, 5853 Southwest 22nd Terrace		
Unit 1	1.22	1.22

Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 6, 5857 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 7, 5861 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 8, 5805 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 9, 5803 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 10, 5801 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 11, 5807 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 12, 5811 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22

Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 13, 5815 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 14, 5809 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 15, 5813 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 16, 5817 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 17, 5827 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 18, 5829 Southwest 22nd Terrace		
Unit 1	1.22	1.22
Unit 2	1.22	1.22
Unit 3	1.22	1.22
Unit 4	1.22	1.22
Building No. 19, 5833 Southwest 22nd Terrace		
Unit 1	1.21	1.21
Unit 2	1.21	1.21
Unit 3	1.21	1.21
Unit 4	1.21	1.21

Building No. 31, (formerly  
Building 30) 5821  
Southwest 22nd Terrace

Unit 1	1.22	1.22%
Unit 2	1.22	1.22%

Building No. 30, 5823  
Southwest 22nd Terrace

Unit 1	1.22	1.22%
Unit 2	1.22	1.22%

Building 29, 5825  
Southwest 22nd Terrace

Unit 1	1.22	1.22%
Unit 2	1.22	1.22%

Pursuant to the requirements of K.S.A. 58-3106, each apartment unit owner shall have an undivided interest in the amount of the percentage set forth above in the common areas and facilities as a tenant in common with all other unit owners. Such interest in common areas and facilities shall be considered as a part of the ownership of the apartment unit and no interest in the common area facilities of an apartment unit can be, by deed, plat or otherwise, subdivided, separated, or divided into smaller units than those herein created except pursuant to the expandable provisions of Paragraph 5 and pursuant to Paragraph 17 of the original Declaration of Condominium, as hereinabove referred to.

#### 16. MEMBERSHIP.

Each apartment unit owner, as established in the original Declaration of Condominium previous Amendments and as established by this Amendment, shall be entitled to membership in the Pheasant Run Homeowners Association, Inc. with a corresponding membership percentage in vote equal to the percentage set forth in Paragraph 25 of this Amendment. The terms and conditions of said membership and the exercise of voting privileges belonging to the apartment unit owners shall be prescribed by the By Laws of the Homeowners Association which were filed simultaneous with the original Declaration and attached as Exhibit "G" to that Declaration.

17. All of the provisions as set forth at paragraphs 8, 9, 9.1, 9.2, 9.3,

9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 10, 10.1, 11 and 11.1 in the original Declaration of Condominium for Pheasant Run Buildings 1 through 17 and specifically recorded in the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at page 129 and continuing through page 139, are to apply to the apartment units created by this Expansion Amendment to the same extent, except that such provisions shall be modified to the extent necessary to include the additional units which are expanded as a result of this Amendment so that such provisions shall be speaking to the total 82 units created to date by the original Declaration, the Expansion Amendments and this Amendment.

18. That all of the provisions contained in paragraphs 12, 12.1, 12.2, and 13 of the original Declaration of Condominium for Pheasant Run Buildings 1 through 7, and specifically to be found in the records of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at page 139 and continuing through page 142, are to apply equally to the apartment units created by this Expansion Amendment to the same full degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7.

19. The provisions of paragraph 14, 14.1, 14.2, 14.3, 14.4, 14.5 and 14.6 shall apply to the apartment units created by this Amendment to the same degree and extent as they applied to the original apartment units created by the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those paragraphs are specifically to be found in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 142 and continuing through 145. The provisions of paragraph 14.7 found in Condominium Book No. 5 at Pages 145 and 146 are to apply, likewise, to the apartment units created by this Amendment, except that the percentage upon which the expenses will be assessed will be apportioned to all eighty-two (82) units in accordance with the percentage interest set forth in Paragraph 15 of this Amendment.

20. The provisions of paragraph 14.8 of the original Declaration of

Condominium for Pheasant Run Buildings 1 through 7 and more specifically found in the office of the Register of Deeds in Condominium Book No. 5 at Page 146, shall apply equally to the apartment units created by this Amendment, except that the reference to the undivided interest in the common areas shall be as established in paragraph 13 of this amendment for all eighty-two (82) units rather than as originally set forth for the units created by the original Declaration. The provisions of paragraph 14.9, 14.10, 14.11, 14.12, 14.13, 15, 16, 17, 18, 19, 20, 21, 21.1, 21.2, 21.3, 22, 23, 24, 25, 26, 27 and 28 shall apply equally to the apartment units created by this Amendment to the same full degree and extent as they apply to the original apartment units created in the Declaration of Condominium for Pheasant Run Buildings 1 through 7. Those particular paragraphs are found in the original Declaration of Condominium in the office of the Register of Deeds in Condominium Book No. 5 beginning with Page 147 and continuing through Page 156.

21. All provisions and Exhibits of the original Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7, a Condominium in Topeka, Shawnee County, Kansas, recorded in the office of the Register of Deeds of Shawnee County, Kansas, in Condominium Book No. 5, commencing at Page 94, Amendment No. 1 recorded in that same office in Condominium Book 7 at Page 219, not herein amended are expressly reaffirmed by the Developer.

22. Further, the Developer expressly reserves its right to further expand this Condominium by amendment by adding appropriate land as reserved and described in paragraph 5.2(c) of the original Declaration of Condominium and specifically recorded in Condominium Book No. 5 at Pages 120 and 121. In addition, the Developer expressly reserves the right to reallocate all existing interests in common areas and alter them as additional expansions may occur, all as set forth in Paragraphs 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10 and 5.11, specifically recorded in Condominium

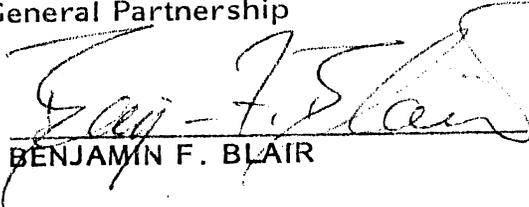
Book No. 5 at Pages 121-124 in the office of the Register of Deeds, Shawnee County, Kansas, together with any other appropriate paragraphs of the original Declaration. Further, the Developer, as stated earlier in this Amendment and in Amendment 7 to this Condominium reserves the right to convert portions of land previously added to the condominium by Expansion Amendment 7, Condominium Book 19, Page 212 et seq., from common area to private ownership and/or limited common areas.

IN WITNESS WHEREOF, the Developer, through its lawfully authorized agent, has caused this Amendment No. 10 to the Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6, 7 and the Expansion Amendment to include Buildings 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 31 and by hereby expanding said Condominium to include Pheasant Run Building 29 and 30 to be signed the day and year first above written.

DEVELOPER:

PHEASANT RUN COMPANY, a  
General Partnership

BY

  
BENJAMIN F. BLAIR

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SHAWNEE )

BE IT REMEMBERED, that on this 1st day of November 1983, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came BENJAMIN F. BLAIR, as a General Partner of PHEASANT RUN COMPANY, A General Partnership, and said Benjamin F. Blair is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same, and that BENJAMIN F. BLAIR is personally known to me to be a partner of said partnership and executed the within instrument of writing in behalf of said partnership, and such person acknowledged the execution of the same to be the act and deed of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.



Deaun Weber  
NOTARY PUBLIC

My Appointment Expires:

May 2, 1986

Exception No. 30 (Known as 5823 SW 22nd Terrace)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 540.46 feet coincident with the South line of said Lot 13; thence on Az 357 degrees 54 minutes 25 seconds, 29.79 feet to the POINT OF BEGINNING; thence on Az 357 degrees 54 minutes 25 seconds, 81.10 feet; thence on Az 87 degrees 54 minutes 25 seconds, 12.00 feet; thence on Az 177 degrees 54 minutes 26 seconds, 44.82 feet; thence on Az 87 degrees 54 minutes 25 seconds, 4.35 feet; thence on Az 357 degrees 54 minutes 25 seconds, 1.70 feet; thence on Az 87 degrees 54 minutes 25 seconds, 25.30 feet; thence on Az 177 degrees 54 minutes 25 seconds, 1.70 feet; thence on Az 87 degrees 54 minutes 25 seconds, 4.35 feet; thence on Az 357 degrees 54 minutes 25 seconds, 44.82 feet; thence on Az 87 degrees 54 minutes 25 seconds, 12.00 feet; thence on Az 177 degrees 54 minutes 25 seconds, 81.10 feet; thence on Az 267 degrees 54 minutes 25 seconds, 19.70 feet; thence on Az 177 degrees 54 minutes 25 seconds, 3.65 feet; thence on Az 267 degrees 54 minutes 25 seconds, 18.65 feet; thence on Az 357 degrees 54 minutes 25 seconds, 3.65 feet; thence on Az 267 degrees 54 minutes 25 seconds, 19.65 feet to the POINT OF BEGINNING, containing 2640 square feet, more or less.  
(Az = Azimuth, clockwise from assumed North)

W.O. 2938-B  
10-11-83  
REV. 10-28-83

8-8-

Exhibit A

Page 23 of 249

Exception No. 29 (Known as 5825 SW 22nd Terrace)

Commencing at said southwest corner of Lot 13; thence East on Az 87 degrees 58 minutes 55 seconds, 467.32 feet coincident with the South line of said Lot 13; thence on Az 358 degrees 00 minutes 00 seconds, 25.95 feet to the POINT OF BEGINNING; thence on Az 358 degrees 00 minutes 00 seconds, 85.05 feet; thence on Az 88 degrees 00 minutes 00 seconds, 11.98 feet; thence on Az 178 degrees 00 minutes 00 seconds, 48.75 feet; thence on Az 88 degrees 00 minutes 00 seconds, 4.35 feet; thence on Az 358 degrees 00 minutes 00 seconds, 1.65 feet; thence on Az 88 degrees 00 minutes 00 seconds, 25.30 feet; thence on Az 178 degrees 00 minutes 00 seconds, 1.65 feet; thence on Az 88 degrees 00 minutes 00 seconds, 4.35 feet; thence on Az 358 degrees 00 minutes 00 seconds, 48.75 feet; thence on Az 88 degrees 00 minutes 00 seconds, 12.00 feet; thence on Az 178 degrees 00 minutes 00 seconds, 85.05 feet; thence on Az 268 degrees 00 minutes 00 seconds, 19.64 feet; thence on Az 178 degrees 00 minutes 00 seconds, 3.65 feet; thence on Az 268 degrees 00 minutes 00 seconds, 18.67 feet; thence on Az 358 degrees 00 minutes 00 seconds, 3.65 feet; thence on Az 268 degrees 00 minutes 00 seconds, 19.67 feet to the POINT OF BEGINNING, containing 2639 square feet, more or less.  
(Az = Azimuth, clockwise from assumed North)

W.O. 2938-B  
10-11-83

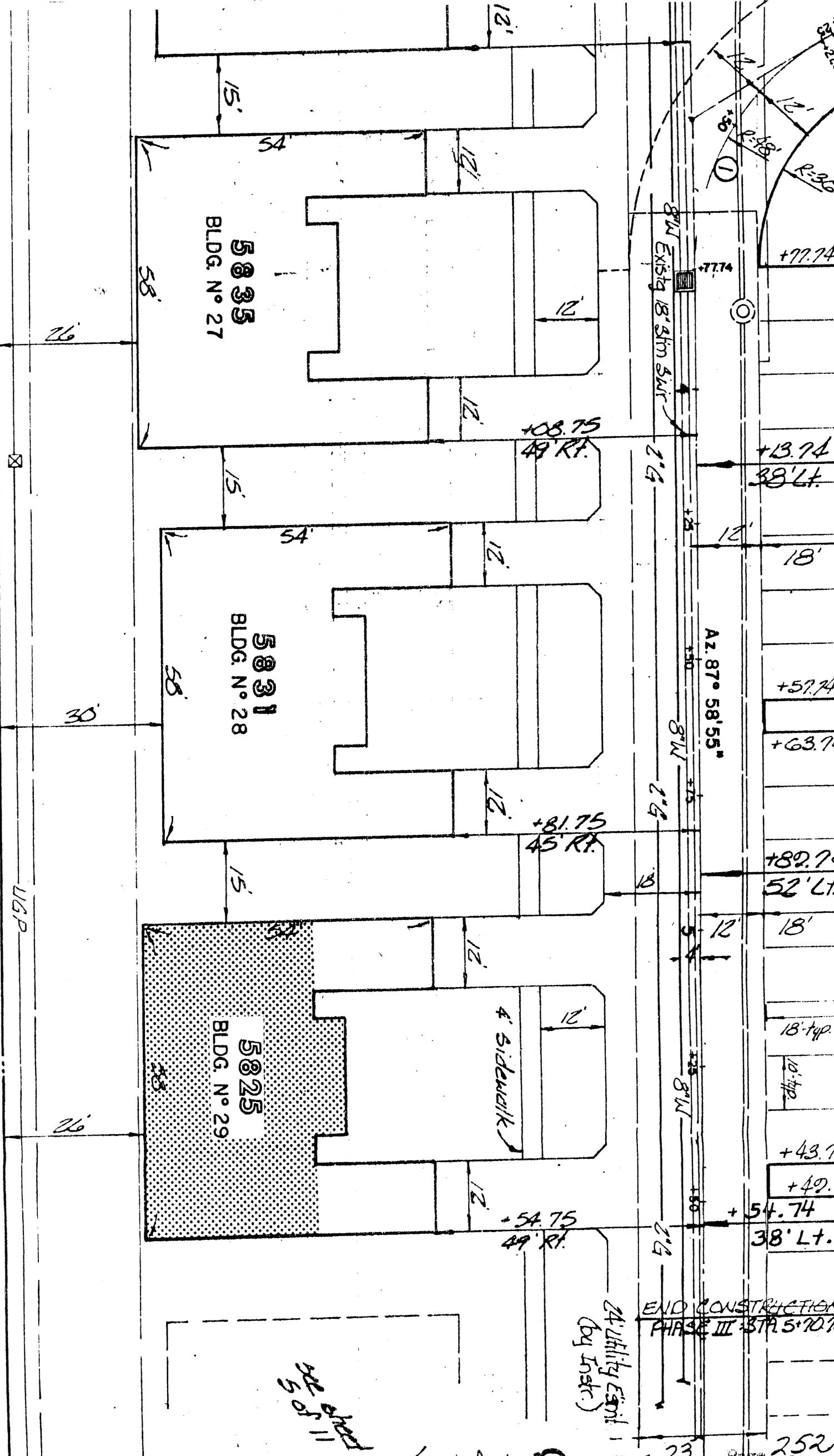
7-8

Exhibit B

Book 23 Page 250

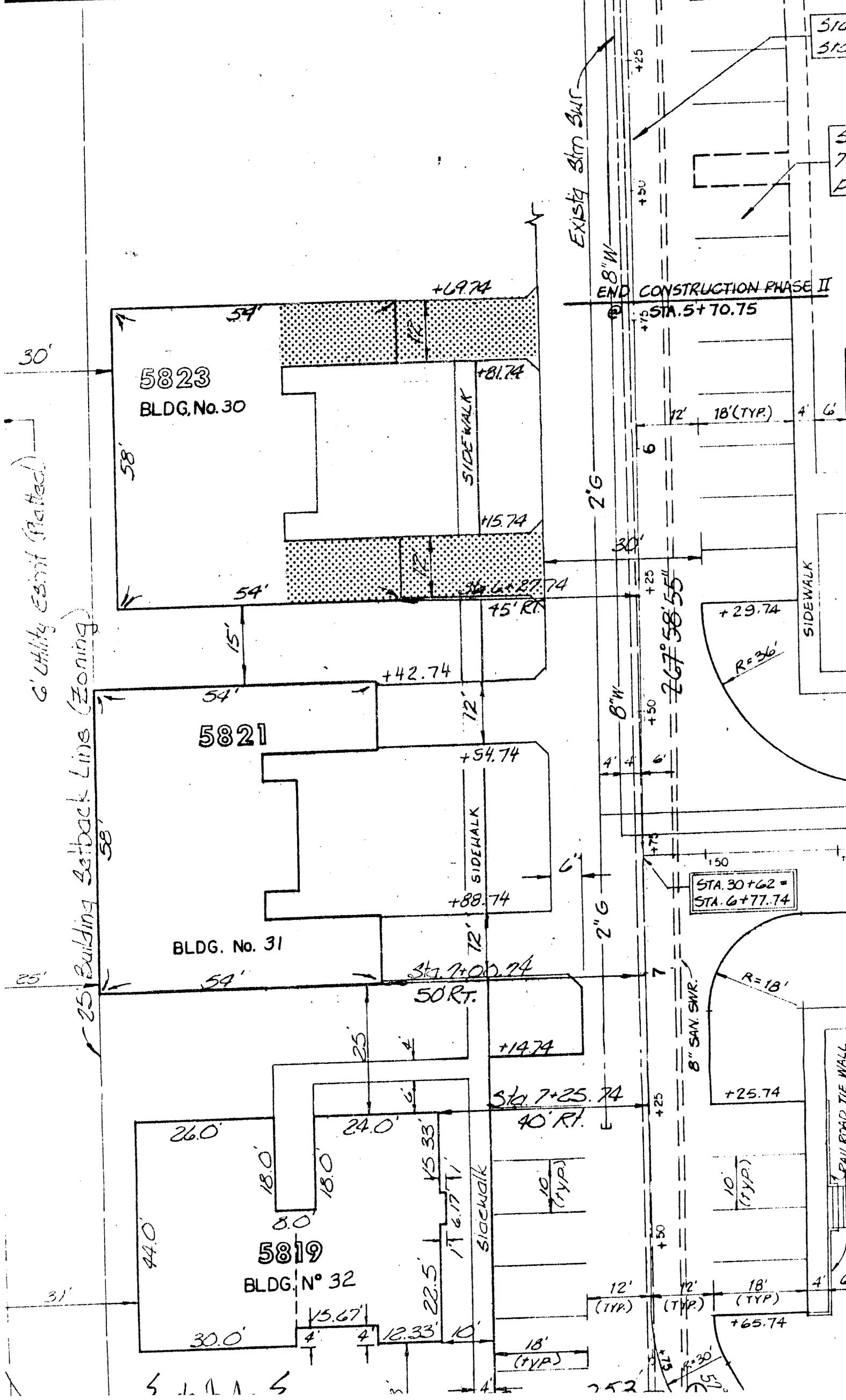


Allen Subd.



END CONSTRUCTION PHASE III STA. 5+70.73

SEE SHEET 25 OF 11



6' Utility Easmt (Platted)

25' Building Setback Line (Zoning)

5823  
BLDG. No. 30

5821

BLDG. No. 31

5819  
BLDG. No. 32

EXIST'G 8" W. SWR

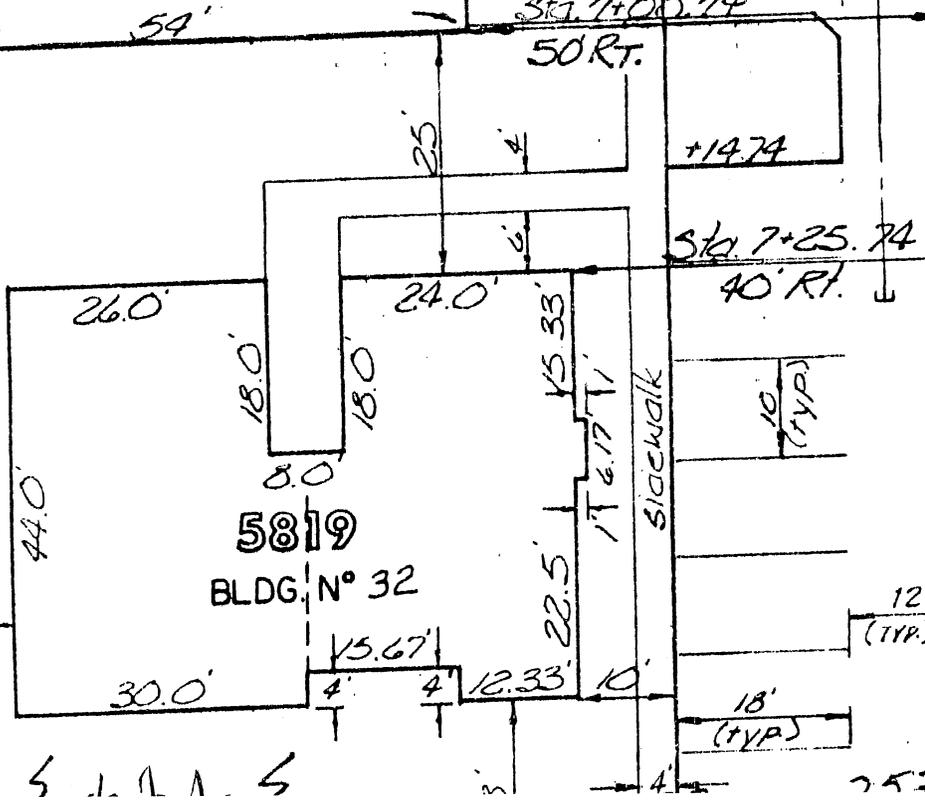
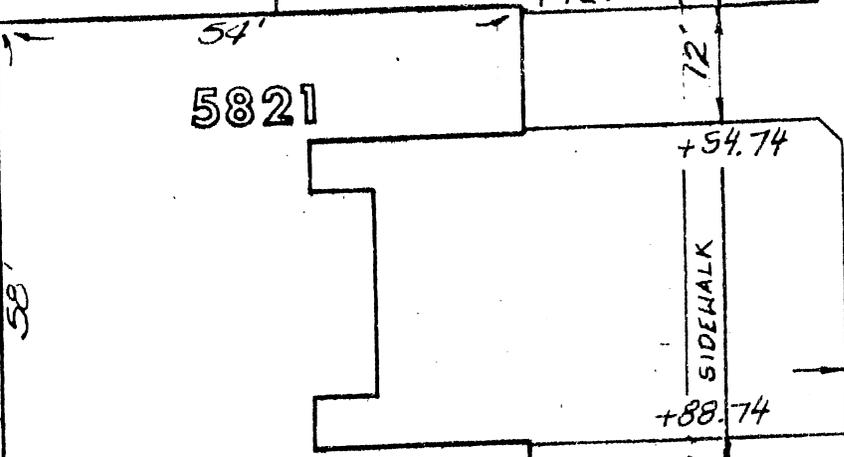
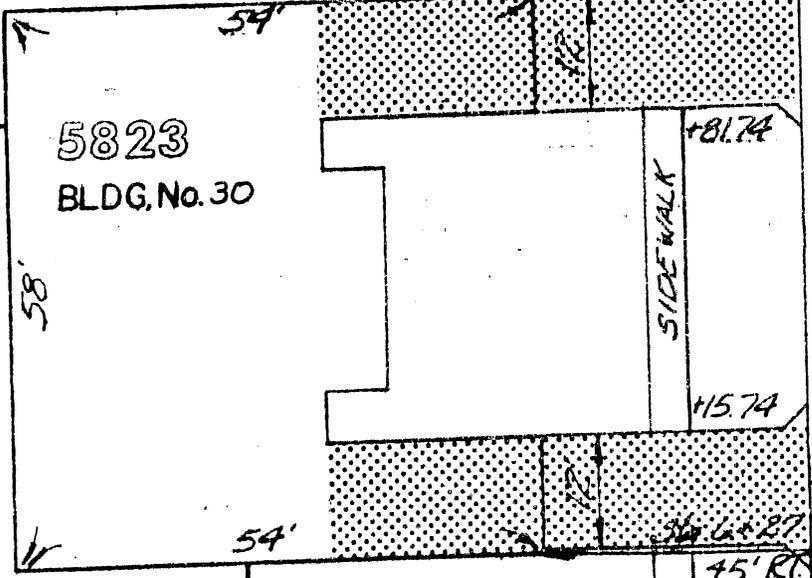
END CONSTRUCTION PHASE II  
STA. 5+70.75

267' 58" 55"

STA. 30+62 =  
STA. 6+77.74

8" SAN. SWR.

RAILROAD TIE WALL



Allen Blvd

5835  
BLDG. N° 27

15'

58'

5831  
BLDG. N° 28

15'

58'

5825  
BLDG. N° 29

15'

58'

4' Sidewalk

49' RT.

45' RT.

49' RT.

8" W Existing 18" STM Slur

8" W

8" W

2' G

END CONSTRUCTION  
PHASE III STA. 5+70.75

24" Utility Easement  
(by Inskr.)

SEE SHEET  
5 OF 11

Sheet 2 of 2

UGP

26'

30'

26'

+77.74

+77.74

+13.74  
38' Lt.

18'

+57.74

+63.74

+82.74  
52' Lt.

18'

18' typ.

10' typ.

+43.74

+42.74

+54.74

38' Lt.

P H

FLOOR PLAN FOR PHEASANT RUN CONDOMINIUMS  
BUILDING 29, 5825 S.W. 22nd TERRACE

STATE OF KANSAS            )  
  )   SS:  
COUNTY OF SHAWNEE    )

I, CHARLES B. WEST, of lawful age, after being first duly sworn upon my oath state:

1. That I am employed at Bartlett & West, Consulting Engineers, P.A., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to the laws of the State of Kansas and that I have been duly licensed and registered at all times pertinent hereto.

3. That attached hereto is a set of floor plans of Pheasant Run Condominium Building 29 prepared by Bartlett & West, Consulting Engineers, P.A., showing the layout, location, apartment numbers, and dimensions of the apartment units, and the number assigned to each apartment to each building, all pursuant to the requirements of K.S.A. 58-3113.

4. That this is to certify that the attached floor plans for Pheasant Run Condominium Building 29, 5825 S.W. 22nd Terrace are accurate copies of portions of the plans of each building as filed with and approved by the Building Inspection Department of the City of Topeka; the Department having jurisdiction over the issuance of building permits for the construction of all of the above described buildings.

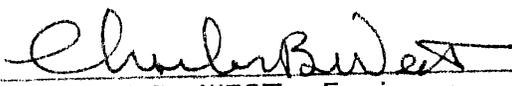
5. The following is a description of the building to be constructed with the required identification and detail pursuant to K.S.A. 58-3113:

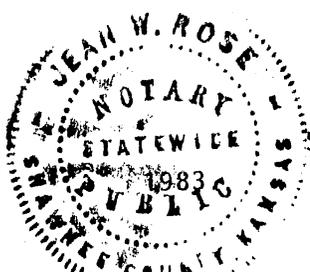
Pheasant Run Condominium Building No. 29, located at and known as 5825 S.W. 22nd Terrace. Said building shall be of wood frame construction with sawtooth and masonite prefinished siding and asphalt shingle roof. Within the building shall be located two bedroom apartment units with basements identified as follows:

Unit No. 1 ground floor, left side facing building from front

Unit No. 2 ground floor, right side facing building from front

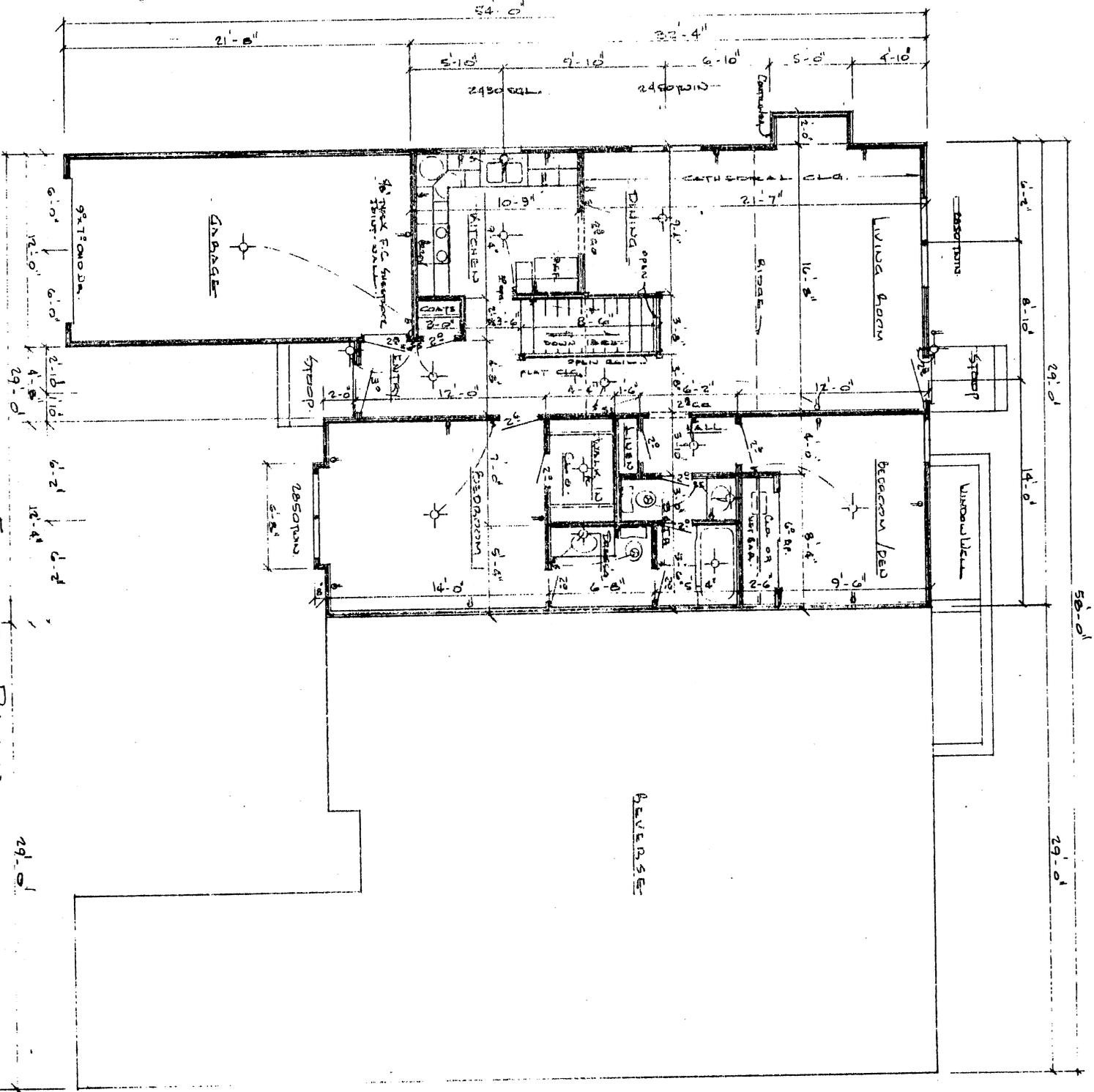
IN WITNESS WHEREOF, I have executed and verified this Certificate pursuant to K.S.A. 58-3113, this 28<sup>th</sup> day of October, 1983.

  
CHARLES B. WEST - Engineer



SUBSCRIBED AND SWORN to before me this 28<sup>th</sup> day of OCTOBER.

  
NOTARY PUBLIC JEAN W. ROSE  
My Appointment Expires: APRIL 21, 1984



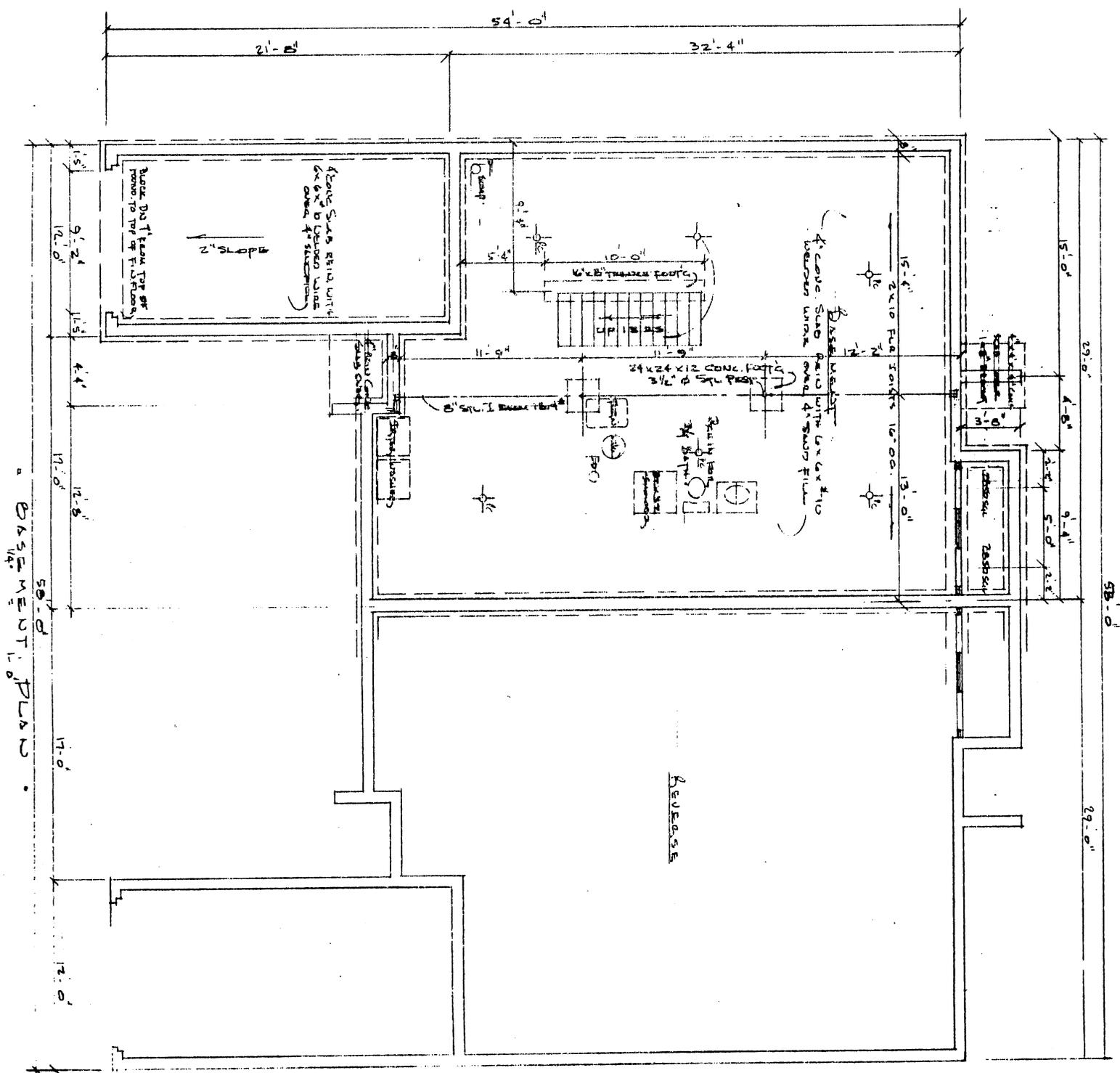
FLOOR PLAN

PHIL MORSE HOMES

DUPLEX 20766 1 of 3

ALL RIGHTS RESERVED TO THE ARCHITECT. THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. ANY REVISIONS TO THIS PLAN MUST BE APPROVED BY THE ARCHITECT. THIS PLAN IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

120



BASMENT PLAN

PAIR HORSE HOUSES

DUPLEX NOTICE  
REV. 3-15-83

It is the policy of our office to provide the best service possible to our customers. We are in the construction business and we are proud to be a part of it. We are committed to providing the highest quality of service and we are committed to providing the highest quality of work. We are committed to providing the highest quality of service and we are committed to providing the highest quality of work. We are committed to providing the highest quality of service and we are committed to providing the highest quality of work.

FLOOR PLAN FOR PHEASANT RUN CONDOMINIUMS  
BUILDING 30, 5823 S.W. 22nd TERRACE

STATE OF KANSAS     )  
                                  )    SS:  
COUNTY OF SHAWNEE )

I, CHARLES B. WEST, of lawful age, after being first duly sworn upon my oath state:

1. That I am employed at Bartlett & West, Consulting Engineers, P.A., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to the laws of the State of Kansas and that I have been duly licensed and registered at all times pertinent hereto.

3. That attached hereto is a set of floor plans of Pheasant Run Condominium Building 30 prepared by Bartlett & West, Consulting Engineers, P.A., showing the layout, location, apartment numbers, and dimensions of the apartment units, and the number assigned to each apartment and to each building, all pursuant to the requirements of K.S.A. 58-3113.

4. That this is to certify that the attached floor plans for Pheasant Run Condominium Building 30, 5823 S.W. 22nd Terrace are accurate copies of portions of the plans of each building as filed with and approved by the Building Inspection Department of the City of Topeka; the Department having jurisdiction over the issuance of building permits for the construction of all of the above described buildings.

5. The following is a description of the building to be constructed with the required identification and detail pursuant to K.S.A. 58-3113:

Pheasant Run Condominium Building No. 30, located at and known as 5823 S.W. 22nd Terrace. Said building shall be of wood frame construction with sawtooth and masonite prefinished siding and asphalt shingle roof. Within the building shall be located two bedroom apartment units with basements identified as follows:

Unit No. 1 ground floor, left side facing building from front

Unit No. 2 ground floor, right side facing building from front

IN WITNESS WHEREOF, I have executed and verified this Certificate pursuant to K.S.A. 58-3113, this 28<sup>th</sup> day of October, 1983.

  
CHARLES B. WEST - Engineer

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of OCTOBER.

  
NOTARY PUBLIC    JEAN W ROSE



My Appointment Expires:

FLOOR PLAN FOR PHEASANT RUN CONDOMINIUMS  
BUILDING 30, 5823 S.W. 22nd TERRACE

STATE OF KANSAS     )  
                              )    SS:  
COUNTY OF SHAWNEE )

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1. That I am employed at Bartlett & West, Consulting Engineers, P.A., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to the laws of the State of Kansas and that I have been duly licensed and registered at all times pertinent hereto.

3. That attached hereto is a set of floor plans of Pheasant Run Condominium Building 30 prepared by Bartlett & West, Consulting Engineers, P.A., showing the layout, location, apartment numbers, and dimensions of the apartment units, and the number assigned to each apartment and to each building, all pursuant to the requirements of K.S.A. 58-3113.

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Unit No. 1 ground floor, left side facing building from front

Unit No. 2 ground floor, right side facing building from front

IN WITNESS WHEREOF, I have executed and verified this Certificate pursuant to K.S.A. 58-3113, this 28<sup>th</sup> day of October, 1983.

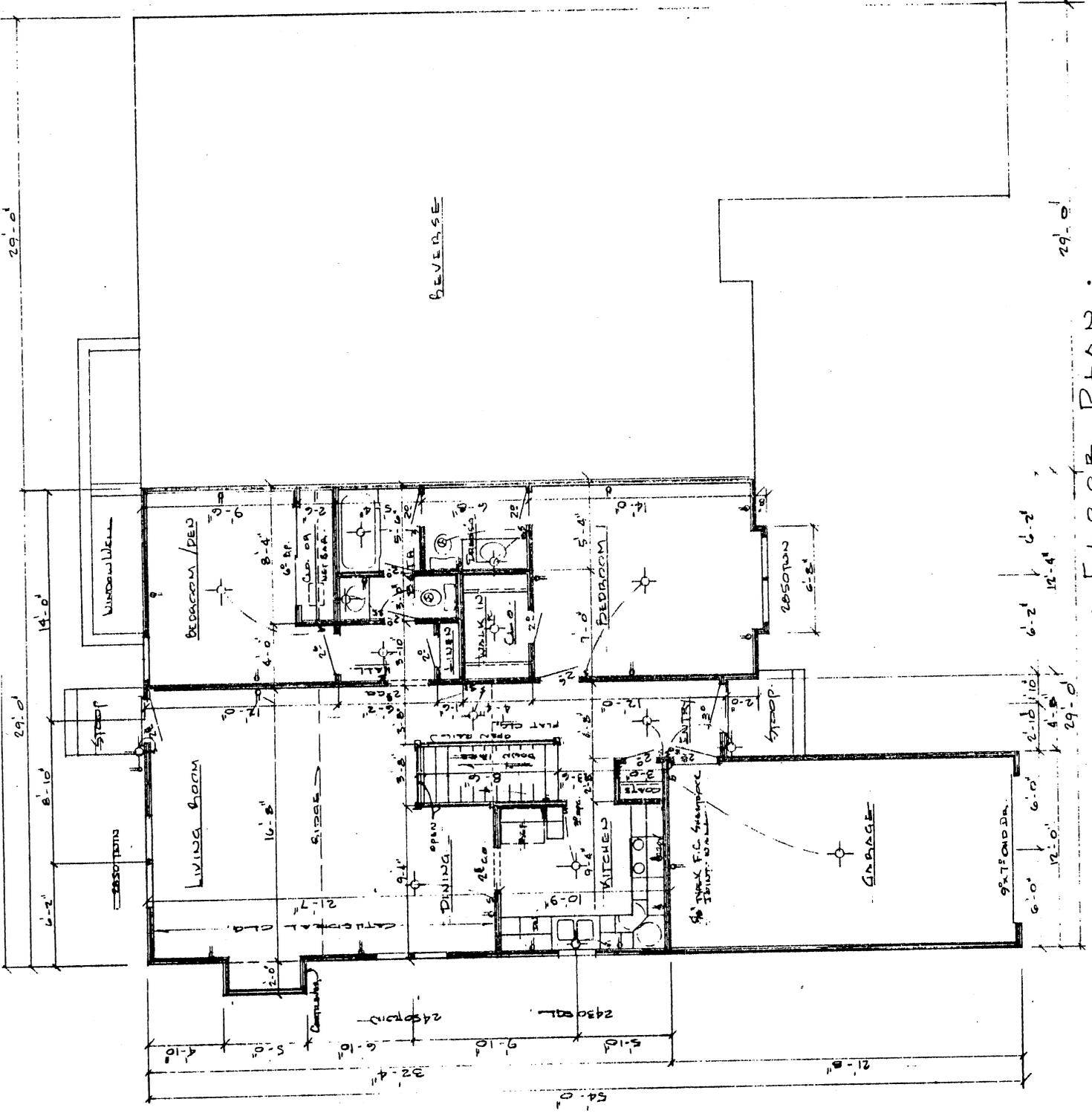
  
CHARLES B. WEST - Engineer

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of OCTOBER.

  
NOTARY PUBLIC    JEAN W. ROSE



My Appointment Expires:



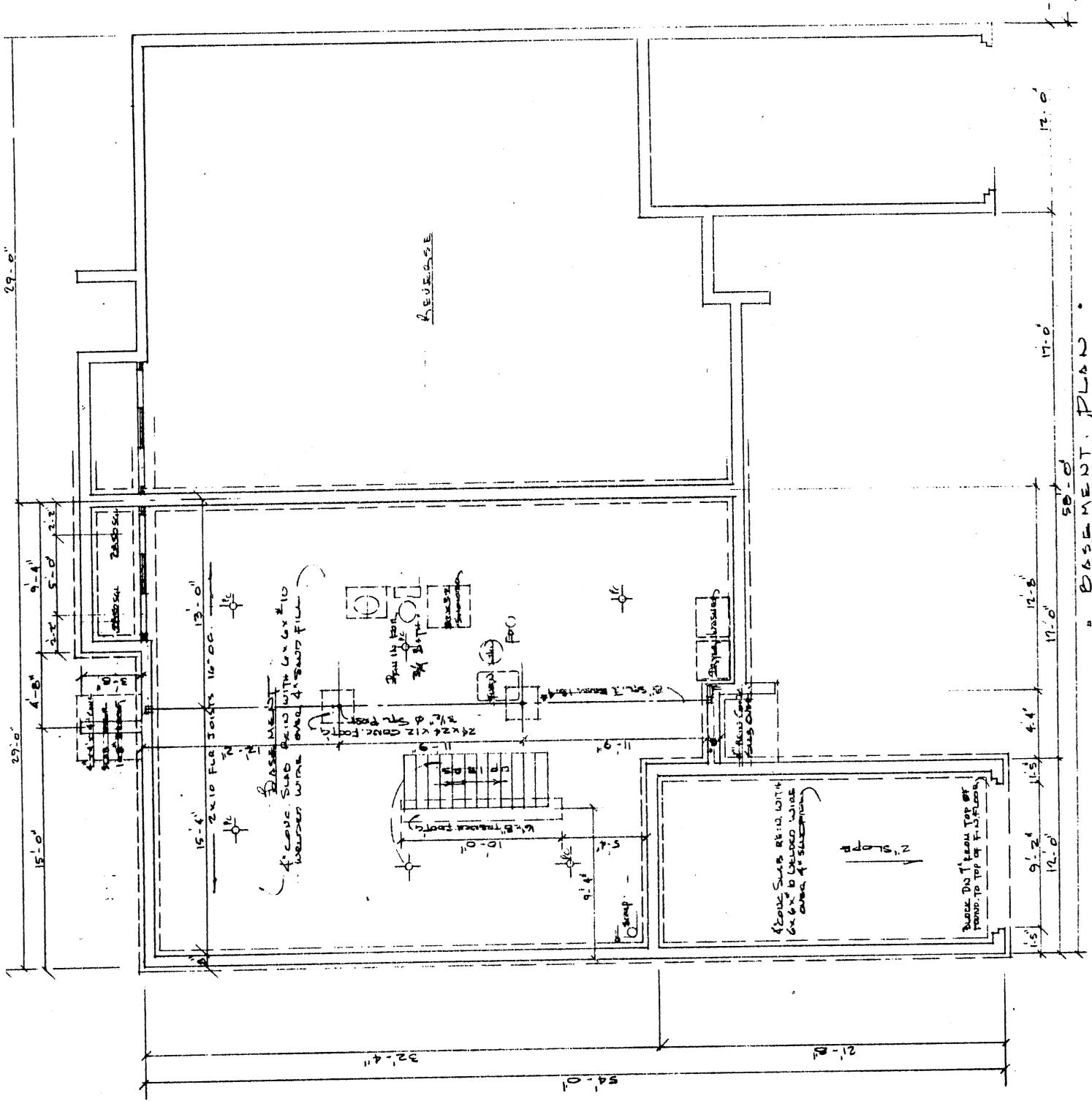
we will not be responsible for any errors or omissions in this plan. It is the responsibility of the contractor to verify all dimensions and conditions before construction. Such responsibilities must be borne by the builder.

PHIL MORSE HOMES INC.	2-17-53
	PAULH
DUPLEX 20766	1 of 3

REC 3-16-53

FLOOR PLAN

PHIL MORSE HOMES, INC.  
 DUPLEX 20766  
 1/23



we will not accept our customer's intention to please and to meet their needs. Low price does not mean low quality. We are not in the business of providing any services, such as, but not limited to, the following:

PHIL MORSE HOMES	
192	2-17-83
Duplex 20766	Lot 3
REV 3-18-83	

BASMENT PLAN

CERTIFICATE OF PROFESSIONAL ENGINEER TO  
PHEASANT RUN BUILDING 29, 5825 S.W. 22nd TERRACE

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF SHAWNEE    )

I, CHARLES B. WEST, of lawful age, after being first duly sworn,  
state as follows:

1. That I am employed by BARTLETT & WEST, Consulting Engineers,  
P.A., with offices located at Topeka, Kansas.

2. That I am a duly licensed and registered engineer pursuant to  
all applicable laws of the State of Kansas.

3. That there has heretofore been recorded a set of plans for  
Pheasant Run Condominium Building 29, 5825 S.W. 22nd Terrace, showing  
the layout, location, apartment numbers and dimensions of the said condominium  
apartment building and the units identifying the building numerically, prepared  
by BARTLETT & WEST, licensed professional engineers. That said floor and  
site plans have been duly recorded and may be found at Condominium Book  
23 at Pages 55 in the office of the Register of Deeds of Shawnee  
County, Kansas.

4. That having surveyed and certified the "as built" foundation  
dimensions and location of Pheasant Run Building 29, 5825 S.W. 22nd Terrace  
and having inspected the apartment units built therein, without measuring each  
of the interior walls of each, this Affiant certifies that the apartment units located  
in Pheasant Run Building 29 and the building itself has been constructed in  
substantial compliance with the plans heretofore filed for said units and  
buildings at Condominium Book No. 23 at Pages 55 in the  
office of the Register of Deeds of Shawnee County, Kansas, Topeka, Kansas,  
as to the layout, location, apartment numbers and dimensions of the apartments.

IN WITNESS WHEREOF, I have executed and verified this certificate,

pursuant to K.S.A. 58-3113, the 28<sup>th</sup> day of October, 1983.

Charles West  
CHARLES B. WEST - Professional Engineer

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of OCTOBER.

1983.



Jean W. Rose  
NOTARY PUBLIC JEAN W. ROSE

My Appointment Expires:

APRIL 21, 1984

CERTIFICATE OF PROFESSIONAL ENGINEER TO  
PHEASANT RUN BUILDING 30, 5823 S.W. 22nd TERRACE

STATE OF KANSAS     )  
                                  )   SS:  
COUNTY OF SHAWNEE )

I, CHARLES B. WEST, of lawful age, after being first duly sworn,  
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1. That I am employed by BARTLETT & WEST, Consulting Engineers,  
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2. That I am a duly licensed and registered engineer pursuant to  
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the layout, location, apartment numbers and dimensions of the said condominium  
apartmetn building and the units identifying the building numerically, prepared  
by BARTLETT & WEST, licensed professional engineers. That said floor and  
site plans have been duly recorded and may be found at Condominium Book  
23 at Pages 58 in the office of the Register of Deeds of Shawnee  
County, Kansas.

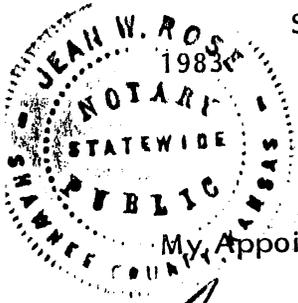
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dimensions and location of Pheasant Run Building 30, 5823 S.W. 22nd Terrace  
and having inspected the apartment units built therein, without measuring each  
of the interior walls of each, this Affiant certifies that the apartment units located  
in Pheasant Run Building 30 and the building itself has been constructed in  
substantial compliance with the plans heretofore filed for said units and  
buildings at Condominium Book No. 23 at Pages 58 in the  
office of the Register of Deeds of Shawnee County, Kansas, Topeka, Kansas,  
as to the layout, location, apartment numbers and dimensions of the apartments.

IN WITNESS WHEREOF, I have executed and verified this certificate,  
pursuant to K.S.A. 58-3113, the 28<sup>th</sup> day of October, 1983.

Charles B. West  
CHARLES B. WEST - Professional Engineer

SUBSCRIBED AND SWORN TO before me this 28<sup>th</sup> day of OCTOBER.

Jean W. Rose  
NOTARY PUBLIC JEAN W. ROSE



My Appointment Expires:

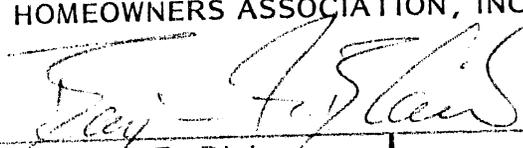
APRIL 21, 1984

UNANIMOUS CONSENT OF BOARD OF DIRECTORS  
OF PHEASANT RUN CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

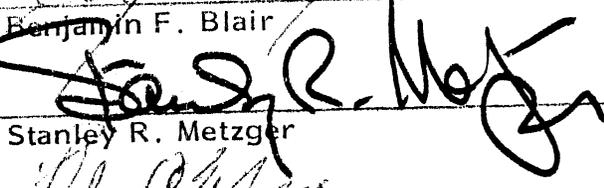
That pursuant to Paragraph 25 of the original Declaration of Condominium of Pheasant Run Buildings 1, 2, 3, 4, 5, 6 and 7, a Condominium in Topeka, Shawnee County, Kansas, the Declaration as to existing buildings can be amended, changed or modified by an instrument signed by all of the members of the Board of Directors of the Pheasant Run Condominium Homeowners Association, Inc. and by the Developer. That pursuant to Article VII of the Articles of Incorporation of Pheasant Run Condominium Homeowners Association, Inc. the present Directors are: Benjamin F. Blair, Stanley R. Metzger and Philip C. Morse. That those three directors constitute all of the Directors of the corporation and they have read the above and foregoing Amendment and understand its consequence. Further, they do hereby expressly consent to and ratify this amendment to the Expanded Declaration of Condominium relating to Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 31, 30 and 29 this 1<sup>st</sup> day of November, 1983.

BOARD OF DIRECTORS OF PHEASANT  
RUN HOMEOWNERS ASSOCIATION, INC.

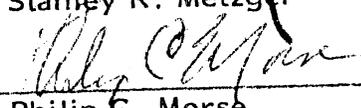
By

  
Benjamin F. Blair

By

  
Stanley R. Metzger

By

  
Philip C. Morse